

**ORIGINAL**

**ARIZONA  
INTEREXCHANGE TELECOMMUNICATIONS TARIFF  
OF  
NOW COMMUNICATIONS, INC.**

**1695 High Street, Suite B  
Jackson, MS 39205  
(888) 565-1011**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange (interLATA and intraLATA) telecommunications services provided by NOW COMMUNICATIONS, INC. within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

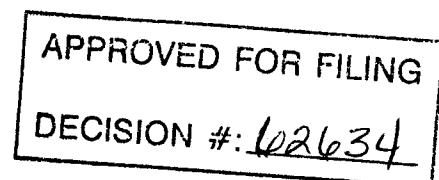
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DECISION #: 62634

## CHECK SHEET

Pages 1 through 23, inclusive, of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision
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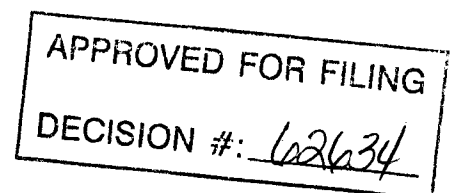
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## SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - Changed regulation**
- D - Delete or discontinue**
- I - Change resulting in an increase to a Customer's bill**
- M - Moved from another tariff location**
- N - New**
- R - Change resulting in a reduction to a Customer's bill**
- T - Change in text or regulation**



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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's location to an NOW COMMUNICATIONS, INC. switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer's bill.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

**Business Line Termination** - For use with inbound service only. Incoming calls are routed directly to the Customer's existing local exchange line. No dedicated access terminations are required.

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

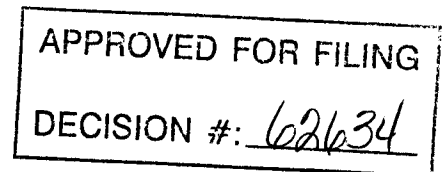
**Commission** - The Arizona Corporation Commission.

**Company or Carrier** - NOW COMMUNICATIONS, INC., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders and establishes service with the Company, either for its own use or for purposes of resale; and who accesses the Company's network via presubscription, dedicated access, travel and debit card services, or by dialing the Company's 10XXX, 101XXXX, 950, 700 or 500 access codes; and who is responsible for the payment of charges and for compliance with the Company's tariffs. The term "Customer" shall also include a person, firm, corporation or other entity that has not established an account with the Company but 1) accesses and uses the Company's network for telecommunications services via an access code belonging to the Company or any of its affiliates or subsidiaries; 2) places an operator service call from a telephone made available to transient users and presubscribed to the Company, or accepts charges for a collect or third party call carried by the Company; 3) otherwise accesses the Company's network and receives services for which no other Customer is obligated to compensate the Company.

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid non-NOW COMMUNICATIONS, INC. calling card or credit card.

**Daytime** - From 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.



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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont.)**

**Dedicated Access - See Special Access.**

**Equal Access - The ability of the Carrier to serve End Users on a presubscribed basis rather than through the use of dial access codes.**

**Holidays - Holidays observed by the Carrier as specified in this tariff.**

**InterLATA Call - Any call which originates and terminates in different LATAs.**

**IntraLATA Call - Any call which originates and terminates within the same LATA.**

**LATA - Local access and transport area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.**

**Local Exchange Company (LEC) - The serving telephone company providing local services to subscribers.**

**NOW Prepaid Calling Card - A card that the customer has purchased that allows for the specified amount of units of calling from any telephone via designated 800 number.**

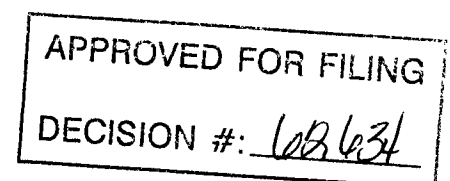
**Operator Dialed Surcharge - This charge applies to calls when the user dials "00" and/or "0" or any valid company operator access code and requests that the operator dial the destination number.**

**Operator Station Call - A service whereby caller places a non-Person to Person call with the assistance of an operator (live or automated).**

**Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.**

**Premises - A building or buildings on contiguous property.**

**Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.**



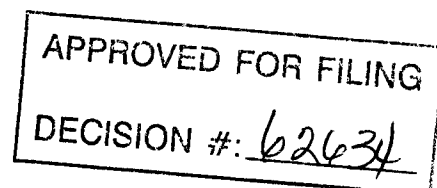
**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont.)**

**Special Construction** - Service configurations specifically designed and constructed at a Customer's request.

**Subscriber** - See Customer

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.



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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of NOW COMMUNICATIONS, INC.

NOW COMMUNICATIONS, INC.'s services and facilities are furnished for communications originating and terminating at specified points within the state of Arizona under terms of this tariff.

NOW COMMUNICATIONS, INC. installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. NOW COMMUNICATIONS, INC. may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the NOW COMMUNICATIONS, INC. network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis, and are available twenty-four hours per day, seven days per week.

### 2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 NOW COMMUNICATIONS, INC. reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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## SECTION 2 - RULES AND REGULATIONS (Cont.)

### 2.2 Limitations (Cont.)

2.2.4 All facilities provided under this tariff are directly or indirectly controlled by NOW COMMUNICATIONS, INC. and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

### 2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

### 2.4 Liabilities of the Company

2.4.1 The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.14.

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## SECTION 2 - RULES AND REGULATIONS (Cont.)

### 2.4 Liabilities of Company (Cont.)

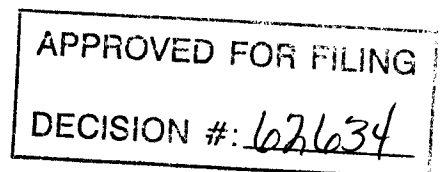
2.4.2 In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.

2.4.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

2.4.4 The Company shall be indemnified and held harmless by the Customer against:

- a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
- b. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
- c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.4.5 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment, together with proper evidence, is submitted within three (3) years from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.



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## SECTION 2 - RULES AND REGULATIONS (Cont.)

### 2.5 Deposits (Not applicable to Prepaid Customers)

2.5.1 Each applicant for service will be required to establish credit. Any applicant whose credit has not been established to the sole and exclusive satisfaction of the Company may be required to make a deposit to be held as a guarantee of payment of charges. An existing Customer may be required to make a deposit or increase a deposit presently held. The deposit may be held for as long as the financial condition or credit worthiness of the Customer is considered to be unsatisfactory to the Company.

2.5.2 The fact that a deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.5.3 Interest on a cash deposit will be paid to a Customer for the period that the cash deposit is held by the Company. The interest rate as established by the appropriate legal authority in the state where the Customer is billed is 7%.

### 2.6 Advance Payments

The Company reserves the right to require an advance payment from a Customer instead of, or in addition to, a deposit. The advance payment shall be in an amount equal to or less than one months' estimated billing. For prepaid service, the only advance payment is the purchase price of the time desired.

### 2.7 Taxes

All applicable end-user federal, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. For prepaid service, all taxes are included in the per minute charge.

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## SECTION 2 - RULES AND REGULATIONS (Cont.)

### 2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his/her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

In instances where the Carrier's service is connected to the Subscriber's customer-provided communications system or equipment, or to any service or equipment provided by others, the Subscriber must ensure that the equipment or system provides to the Carrier immediate answer supervision upon the delivery of the call to the Customer's switching equipment or to the Customer's equipment connected to the communications system so that the measure of chargeable time begins upon the delivery of the call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party. When service is connected to a communications system at a Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premises equipment on that communications system.

In the absence of timely and accurate answer supervision as described above, the Carrier reserves the right to suspend or terminate service and to recompute the Subscriber's billing based on estimates derived from a surrogate for answer supervision developed by the Carrier appropriate to the Customer's circumstances.

### 2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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## SECTION 2 - RULES AND REGULATIONS (Cont.)

### 2.10 Payment for Service

- 2.10.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by NOW COMMUNICATIONS, INC. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within three (3) months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such adjustments are deemed appropriate up to one (1) year.
- 2.10.2 Customers who are billed directly by the local exchange company are subject to the payment regulations applicable to the local exchange company which have been approved by the Commission. Customers who are billed directly by NOW COMMUNICATIONS, INC. are subject to the payment regulations specified in Section 2.10.1 of this tariff.

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## SECTION 2 - RULES AND REGULATIONS (Cont.)

### 2.10 Payment for Service (Cont.)

2.10.3 In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one and one-half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

2.10.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

### 2.11 Cancellation by Customer

Customer may cancel service at any time upon notice to the Company.

### 2.12 Interconnection

Service furnished by NOW COMMUNICATIONS, INC. may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with NOW COMMUNICATIONS, INC.'s service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer, unless otherwise negotiated between the Customer and NOW COMMUNICATIONS, INC.

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## SECTION 2 - RULES AND REGULATIONS (Cont.)

### 2.13 Refusal or Discontinuance by Company

2.13.1 NOW COMMUNICATIONS, INC. may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- (a) For failure of the Customer to pay a bill for service when it is due;
- (b) For failure of the Customer to meet the Company's deposit and credit requirements; (Not applicable to Prepaid Customers)
- (c) For failure of the Customer to make proper application for service;
- (d) For Customer's violation of any of the Company's rules on file with the Commission;
- (e) For failure of the Customer to provide the Company reasonable access to its equipment and property;
- (f) For Customer's breach of the contract for service between the Company and the Customer;
- (g) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service; and
- (h) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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## SECTION 2 - RULES AND REGULATIONS (Cont.)

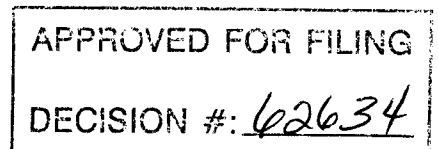
### 2.13 Refusal or Discontinuance by Company (Cont.)

2.13.2 NOW COMMUNICATIONS, INC. may refuse or discontinue service without notice to the Customer for any of the following reasons:

- (a) In the event of tampering with the Company's equipment;
- (b) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company;
- (c) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others; and
- (d) In the event of fraudulent use of the service.

### 2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his/her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.





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## SECTION 2 - RULES AND REGULATIONS (Cont.)

### 2.15 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

### 2.16 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may, upon prior written notification to the Commission, conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

### 2.17 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier, including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

### 2.18 Lower Rates, Provisioning and Sale of Services

The Carrier may, subject to review by the Commission, negotiate on an individual case basis with any customer the opportunity to offer lower rates, provisioning, and sale of its services for the benefit of the customer. This negotiation shall be independent of the Tests, Pilots, Promotional Campaigns, and Contests mentioned in Section 2.16 of this tariff.

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### SECTION 3 - SERVICE AND RATE DESCRIPTION

#### 3.1 General

Service is available twenty-four hours per day, seven days a week on a presubscription basis and dial access basis from equal access exchanges, and on a dial access basis only from exchanges in which equal access is not available. Services arranged for the use of the transient public are subject to restrictions imposed by the COMMISSION and the Federal Communications Commission. Equal access not available to prepaid customers.

#### 3.2 Calculation of Distance (Not applicable for prepaid calling services).

Usage charges for all mileage sensitive products are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by BellCore (Bell Communications Research) (now known as Telecordia) in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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### SECTION 3 - SERVICE AND RATE DESCRIPTION (Cont.)

#### 3.3 Timing of Calls

3.3.1 Long distance usage charges are based on the actual usage of NOW COMMUNICATIONS, INC.'s network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.

3.3.2 Chargeable time for a call ends upon disconnection by either party.

3.3.3 Unless otherwise specified in this tariff, the minimum call duration and initial period for billing purposes is one minute. Additional duration time after the initial one minute has been established shall be billed in minutes.

3.3.4 No charges apply for incomplete calls. If a Customer believes he/she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit where appropriate.

#### 3.4 Per-Minute Charges - Applicable Rate Periods

Unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

Day Rate Period: Monday through Friday, 8:00 a.m. to 5:00 p.m.\*

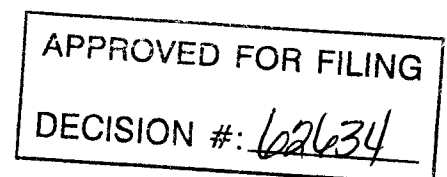
Evening Rate Period: Sunday through Friday, 5:00 p.m. to 11:00 p.m.\*

Night/Weekend Rate Period: All days, 11:00 p.m. to 8:00 a.m.\*,  
Saturday, 8:00 a.m. to Sunday, 5:00 p.m.\*

\*To, but not including

#### 3.5 Recognized Holidays

Company recognizes the following holidays for the purposes of discounting usage rates in certain cases: New Year's Day (January 1), Labor Day, Independence Day (July 4), Thanksgiving Day, and Christmas Day (December 25). Evening Rate Period rates will apply to all calls between 8:00 a.m. and 5:00 p.m. during Company-recognized holidays.



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**SECTION 3 - SERVICE AND RATE DESCRIPTION (Cont.)**

**3.6 Dedicated Leased Line Service (Not Available At This Time)**

**3.7 Switched Message Service**

**3.7.1 General Description**

Switched Message Service offers Customers the use of the communications facilities shared among multiple users.

When a Switched Message Service call is established in one time-of-day rate period and ends in another, the rate in effect during each rate period is applied to the portion of the total call occurring during that rate period.

**3.7.2 NOW Service**

NOW Service is a multipoint, switched service allowing Subscribers to originate calls via local telephone access lines, including Equal Access lines which are presubscribed to the Carrier. All calls are rounded to the next higher full minute. (Equal Access not available to prepaid customers)

**Per Minute Usage Charges - Switched service \$0.15**

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## SECTION 4 - MISCELLANEOUS SERVICES

### 4.1 Directory Assistance

A Directory Assistance charge of \$0.50 per call applies to all intrastate calls made from points within the State of Arizona.

### 4.2 Operator Services (Not Available At This Time)

### 4.3 NOW Prepaid Calling Card

- .1 The Carrier's prepaid card is offered as a flat-rated travel card account service. Establishment of an account balance entitles the consumer to access the Carrier's network for a preset amount of usage. All calls will be debited from the available account balance in full-minute increments on a real-time basis. Customers will be interrupted with an announcement when the account balance is about to be exhausted.

Prepaid cards are available in various dollar denominations. The prepaid card is non-refundable and will expire on the date specified on the card or package in which the card is enclosed. Any unused balances may be applied toward any replenishment amount.. Unlike a deposit or advance payment, the prepaid card account balance is not held against future payment as all service is available for immediate consumption. The Per Minute rate is inclusive of all applicable taxes.

Per Minute Usage Charge:                      \$0.15

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**SECTION 4 - MISCELLANEOUS SERVICES (Cont.)**

**4.3 NOW Prepaid Calling Card (Cont.)**

**.2 NOW Prepaid Promotional Calling Card Service**

The Prepaid Promotional Calling Card Service is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Carrier and the Sponsor. The Sponsor is responsible for name, service mark or other image on the card. The carrier reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's prepaid calling card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the Sponsor, these cards may not be rechargeable.

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## **SECTION 4 - MISCELLANEOUS SERVICES (Cont.)**

### **SECTION 5 - PROMOTIONS**

#### **5.1 Promotional Offerings - General**

From time to time, upon prior written notice to the Commission, NOW may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the Subscriber. These offerings may be limited to certain dates, times, or locations and may waive or reduce recurring monthly charges or non-recurring charges.

#### **5.2 Competitive Response Promotion**

In order to acquire or retain subscribers, NOW may match certain promotional offers made by other interexchange carriers or resellers.

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